

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CHROME CHERRY LIMITED,

Plaintiff,

v.

SUBEADS STORE, et al.,

Defendants.

Case No. 22-cv-01371

Judge Virginia M. Kendall

Magistrate Judge Sunil R. Harjani

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Chrome Cherry Limited (“Chrome Cherry” or “Plaintiff”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A attached hereto (collectively, the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”);

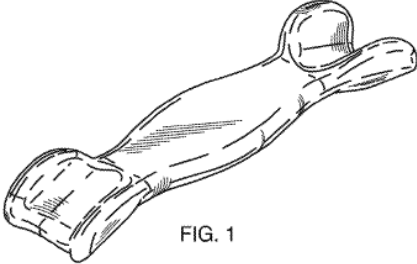
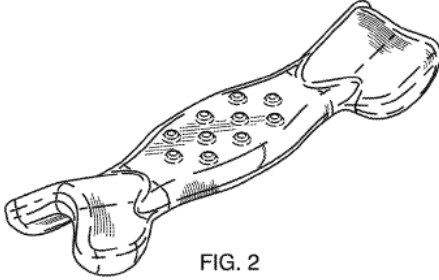
This Court having entered upon a showing by Plaintiff a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products infringing directly and/or indirectly Chrome Cherry's United States design patent (the "Chrome Cherry Design" shown in the below chart) to residents of Illinois.

Patent Number	Claim	Issue Date
D843,872	 <p data-bbox="743 1234 803 1260">FIG. 1</p>  <p data-bbox="743 1686 803 1711">FIG. 2</p>	March 26, 2019

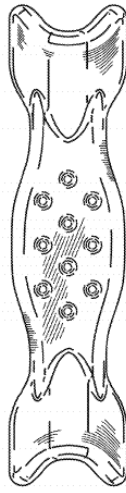


FIG. 3

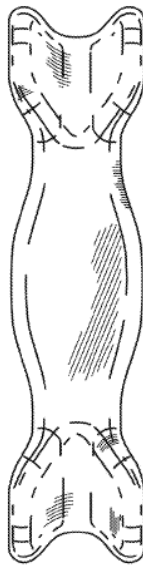


FIG. 4



FIG. 5

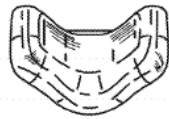


FIG. 6

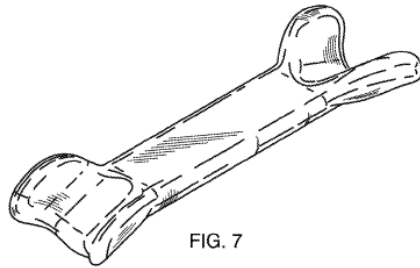


FIG. 7

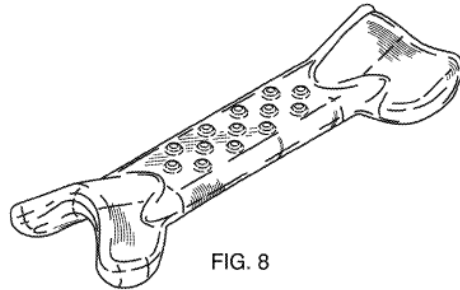


FIG. 8

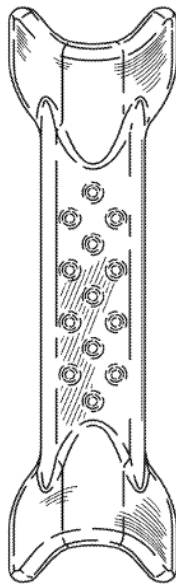


FIG. 9

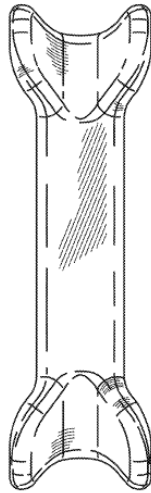


FIG. 10

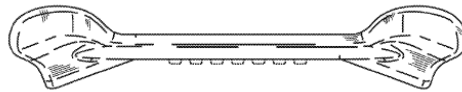


FIG. 11



FIG. 12

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for patent infringement (35 U.S.C. § 271).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
 - a. offering for sale, selling, and importing any product not authorized by Chrome Cherry and that includes any reproduction, copy or colorable imitation of the design claimed in the Chrome Cherry Design;
 - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the Chrome Cherry Design; and
 - c. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a) and (b).
2. Upon Chrome Cherry's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and DHgate, (collectively, the "Third Party Providers") shall within ten (10) business days after receipt of such notice disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the Chrome Cherry Design.

3. Pursuant to 35 U.S.C. § 289, Chrome Cherry is awarded profits from each of the Defaulting Defendants for infringing use of the Chrome Cherry Design on products sold through at least the Defaulting Defendants' Online Marketplaces according to the below chart:

Defaulting Defendant Seller Aliases	Profit Award
subeads Store	\$1,883
Beautiful Girl Jewelry Store	\$657
Ladies' Fashion	\$754
IFOUSF&M Store	\$569
Shop5493116 Store	\$583
MissJY Store	\$429
FashionAcc Store	\$326
Enjoying+Clothes Store	\$1,000
Topwardrobe Store	\$250
Stylethings Store	\$670
May Dropshipping Store	\$543
Newfashion S Store	\$1,662
H&K Wardrobe Store	\$391
love2sunny	\$496
Elizabeth Shop	\$250
Ifyou521	\$250
Coldbone	\$250
Bozzy_store	\$250
sveta_julia	\$329
liuhan_00@163.com	\$2,914
Shine Jewelry	\$490
fly me to the mon see you again	\$672
Xiaowendianpu	\$20,913
kjhyj	\$1,558
startship	\$250
KittywGdYLLO	\$250
tiyuntailin	\$250
pqyl26	\$33,744
tbez49	\$250
zhouyumeimei	\$20,522
Yi xin's store	\$250
Skying beaty	\$335
syudx_0D	\$250
nelyerson43	\$539
TerriShearin	\$250

hxsxjasxagxab	\$250
Arline C Woodbury	\$250
Ryan H Arvizu	\$250
multiplications	\$299
bnmephey	\$250
liansbh	\$250
Lipxhc	\$250
tpikafueu	\$250
dmwuskfah	\$2,812
Donweq	\$1,460
Jidsop963	\$250
Jinghuairan	\$250
wuhuiqiner	\$250
zhurui031	\$250
gaochangling8948	\$250
LuckyZhouLucky	\$250
weihuimin5786	\$250
lubinhao668	\$2,495
lufengzhen668	\$2,763
Jombid	\$250
yetteSeaway	\$250
Importadora azabache ca	\$400
KingLovee	\$250
liqingyang2134	\$250
Mistersacha	\$250
TelmoTracis	\$250
Los nenes	\$250

4. Chrome Cherry may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), eBay, Inc. (“eBay”), Alipay, Alibaba Group Holding Ltd. (“Alibaba”), Ant Financial Services Group (“Ant Financial”), ContextLogic Inc. d/b/a Wish.com (“Wish.com”), DHgate, and Amazon Pay, by e-mail delivery to the e-mail addresses Chrome Cherry used to serve the Temporary Restraining Order on the Third Party Providers.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com DHgate, and Amazon Pay, shall, within

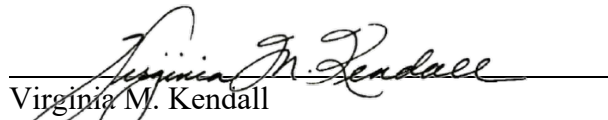
ten (10) business days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants' Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified damages award, or other of Defaulting Defendants' assets.

6. All monies, up to the above identified damages award, in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, are hereby released to Chrome Cherry as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, are ordered to release to Chrome Cherry the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.
7. Until Chrome Cherry has recovered full payment of monies owed to it by any Defaulting Defendant, Chrome Cherry shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, eBay, DHgate, Wish.com and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, shall within ten (10) business days:
 - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Pierre Swart, and any e-mail addresses provided for Defaulting Defendants by third parties;

- b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies, up to the above identified damages award, restrained in Defaulting Defendants' financial accounts to Chrome Cherry as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. In the event that Plaintiff identifies any additional online marketplaces or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Pierre Swart and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

DATED: June 2, 2022



Virginia M. Kendall
United States District Judge

Chrome Cherry Limited v. subeads Store, et al - Case No. 22-cv-1371

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	aliexpress.com/store/1060073	subeads Store
2	aliexpress.com/store/1100126131	Beautiful Girl Jewelry Store
3	aliexpress.com/store/235666	Ladies' Fashion
4	aliexpress.com/store/3243105	IFOUSF&M Store
5	aliexpress.com/store/5493116	Shop5493116 Store
6	aliexpress.com/store/5498220	MissJY Store
7	aliexpress.com/store/5596093	FashionAcc Store
8	aliexpress.com/store/5973326	Enjoying+Clothes Store
9	aliexpress.com/store/900240131	Topwardrobe Store
10	aliexpress.com/store/911787330	Stylethings Store
11	aliexpress.com/store/911794965	May Dropshipping Store
12	aliexpress.com/store/912574462	Newfashion S Store
13	aliexpress.com/store/912651056	H&K Wardrobe Store
14	ebay.com/usr/love2sunny	love2sunny
15	wish.com/merchant/561c91fe3a698c7979e04ea8	Elizabeth Shop
16	DISMISSED	DISMISSED
17	wish.com/merchant/56da85f4df108f268b4a6618	Ifyou521
18	wish.com/merchant/56dd31aa3a698c44dac0ad15	Coldbone
19	DISMISSED	DISMISSED
20	wish.com/merchant/5823df01fef40920e0e8bc84	Bozzy_store
21	wish.com/merchant/5859271efef40970be2c2f06	sveta_julia
22	wish.com/merchant/59088634b1b0f42508edde62	liuhan_00@163.com
23	DISMISSED	DISMISSED
24	wish.com/merchant/594798b5f70e4c188c8e00de	Shine Jewelry

25	DISMISSED	DISMISSED
26	wish.com/merchant/5ac3336b75599a42571e607c	fly me to the mon see you again
27	DISMISSED	DISMISSED
28	wish.com/merchant/5b1f42bdd1c3607d70389050	Xiaowendianpu
29	wish.com/merchant/5b209e38eae8b45f8134eb5c	kjhyj
30	DISMISSED	DISMISSED
31	wish.com/merchant/5b700085838d931d2fc1161c	startship
32	wish.com/merchant/5d41b295e13a7e1f30f7b53e	KittywGdYLLO
33	DISMISSED	DISMISSED
34	DISMISSED	DISMISSED
35	DISMISSED	DISMISSED
36	DISMISSED	DISMISSED
37	DISMISSED	DISMISSED
38	wish.com/merchant/5d4e2bd9eb1f3d3d42841c5c	tiyuntailin
39	DISMISSED	DISMISSED
40	wish.com/merchant/5d5151d93db43e44837eefcf	pqyl26
41	wish.com/merchant/5d5170cd7edfad56630a6658	tbez49
42	wish.com/merchant/5d5398601d9a8e6de6a9849 7	zhouyumeimei
43	wish.com/merchant/5d625b5d40defd031888802f	Yi xin's store
44	wish.com/merchant/5d81d64c31467b449cef1cfd	Skying beaty
45	wish.com/merchant/5dca187229e7860d84ca2111	syudx_0D

46	wish.com/merchant/5e364ca912e665118f420d25	nelyerson43
47	wish.com/merchant/5e68d1472fb13f9ac30a941a	TerriShearin
48	DISMISSED	DISMISSED
49	DISMISSED	DISMISSED
50	DISMISSED	DISMISSED
51	DISMISSED	DISMISSED
52	wish.com/merchant/5e8bf60f29e786440110b332	hxsxjasxagxab
53	wish.com/merchant/5ea27df07c1b814f2895a80b	Arline C Woodbury
54	wish.com/merchant/5ea2a027c8d26d6b94e922d 7	Ryan H Arvizu
55	wish.com/merchant/5ec7948d8e9d90974fe2e9a8	multiplications
56	DISMISSED	DISMISSED
57	wish.com/merchant/5ef8046294735912407e0f5d	bnmephey
58	wish.com/merchant/5ef8508341e2f5c1a5680690	liansbh
59	wish.com/merchant/5efbfdd94762399b46a6d2a0	Lipxchc
60	wish.com/merchant/5f06adc925ff6539aa6cb33e	tpikafueu
61	DISMISSED	DISMISSED
62	wish.com/merchant/5f2cee8ec047aea0570c42dd	dmwuskfah
63	DISMISSED	DISMISSED
64	DISMISSED	DISMISSED
65	wish.com/merchant/5f7fe94d88cc7c72bc52ae19	Donweq
66	wish.com/merchant/5f910d8a5109497956668648	Jidsop963

67	wish.com/merchant/5f954731f4429641e6dfb434	Jinghuairan
68	wish.com/merchant/5fb8dc0a64137d4058a489e9	wuhuiqiner
69	DISMISSED	DISMISSED
70	wish.com/merchant/5fc5da1a02c9b3343a091021	zhurui031
71	wish.com/merchant/5fdd908baa32194c125a42c9	gaochangling8948
72	wish.com/merchant/5fdf643d9edc24f89575ca52	LuckyZhouLucky
73	DISMISSED	DISMISSED
74	DISMISSED	DISMISSED
75	wish.com/merchant/6049e2fbb5f23d3482395766	weihuimin5786
76	wish.com/merchant/60d4442bfcf220f2421f1534	lubinhao668
77	wish.com/merchant/60d454349fd30be4627ae981	lufengzhen668
78	wish.com/merchant/61016de45116fc4e35e8ce50	Jombid
79	DISMISSED	DISMISSED
80	wish.com/merchant/610a753cb37366f95565dc1a	yetteSeaway
81	wish.com/merchant/616ae4e1a034b2c9aacfabf0	Importadora azabache ca
82	wish.com/merchant/616e0ce0d8eb98278ceb62d d	KingLovee
83	wish.com/merchant/6174d7505cc1a1ddd782a2d 8	liqingyang2134
84	wish.com/merchant/617a15bd166750c624d8142 3	Mistersacha
85	wish.com/merchant/617c4c7d92da5d01fbd10093	TelmoTracis
86	wish.com/merchant/61d8230a404c6a3dffa40858	Los nenes